

REMARKS

Claims 1-33 are pending in the application. In a final Office Action mailed on February 21, 2001, a defect in the oath or declaration was noted. Further, Claims 1-13 were rejected under 35 U.S.C. § 112, first paragraph. Claims 1-13 were also rejected under 35 U.S.C. § 112, second paragraph. Independent Claim 1, as well as certain dependent claims stemming therefrom, were rejected under 35 U.S.C. § 102(b). Claim 14, as well as other dependent claims, were rejected under 35 U.S.C. § 103(a). Independent Claim 25, as well as dependent Claim 32 were also rejected under 35 U.S.C. § 103(a). Claim 24 was noted as containing allowable subject matter. Finally, Claim 13 was noted as allowable if rewritten to overcome rejections under 35 U.S.C. § 112, second paragraph.

Applicants note with appreciation the notice of allowable subject matter, and has amended each claim accordingly and rewritten them as new Claims 34 and 35. Further, Claims 1, 12, 14, and 25 have been amended above to clarify the invention.

In view of the foregoing amendments, applicants respectfully submit that all rejections have been overcome and that the application is now in condition for allowance.

Defective Oath/Declaration

The Office Action sets forth a requirement for a new oath or declaration in compliance with 37 C.F.R. § 1.67(a) because the original was deemed to be defective. Specifically, non-initialed and/or non-dated alterations have been made to the oath or declaration because the residence of inventor Stagi has been altered without an initial. Applicants acknowledge with regret this error and will submit a new oath in compliance with 37 C.F.R. § 1.67(a) with the next communication with the Patent Office.

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Rejections Under 35 U.S.C. § 112

Claims 1-13 stand rejected under 35 U.S.C. § 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to make and/or use the invention. Specifically, the Office Action sets forth that the specification does not provide a written description to describe how each open end of the first conduit is adapted to receive the interior end of the first cable as claimed in Claim 1 because the first cable has only one interior end. In accordance with a telephone conference with Examiner Nguyen on March 13, 2001, applicants have amended Claim 1 accordingly.

Claims 1-13 also stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicants regard as the invention. Claims 1 and 12 have been amended accordingly to overcome this rejection.

In view of the foregoing amendments to Claims 1 and 12, applicants respectfully submit that the rejection of these claims, as well as dependent claims stemming therefrom, have been overcome.

Rejections Under 35 U.S.C. § 102

Claims 1, 10, and 12 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,450,318, issued to Scardina. The Office Action sets forth the position that Scardina discloses each and every element of independent Claim 1. Applicants respectfully disagree. Moreover, in view of the foregoing amendments to Claim 1, applicants submit that Claim 1, as well as dependent claims stemming therefrom, are neither anticipated nor rendered obvious in view of Scardina.

Scardina discloses an insulation splice for a cable 10 having insulation 16 of a second cable 12 stripped back from conductors, allowing lengths of the conductors to be exposed. The

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conductors are fastened together by braising, soldering, or other convenient methods. The next step in forming the joint is to apply at least one layer of a flexible tape 28 over the joint. Finally, a layer of shrinkable polyester film is applied along at least the length of the tape, such that it extends from one cable insulation to the surface of the other. After construction of the splice, sufficient heat is applied to cause the shrinkable film 30 to contract tightly about the joint.

Note that there is absolutely no teaching or suggestion within Scardina of a connector that includes a first conduit creating a fluid tight seal that can hold at least 30 psig of internal pressure, as now set forth in amended Claim 1. Further, Scardina fails to teach or suggest a connector having a first conduit that permits the passage of fluid having a viscosity of less than or equal to 1000 centipoise therethrough, as now also set forth in amended Claim 1. Instead, Scardina merely teaches a splice that includes a "shrinkable film 30 to contract tightly about the joint." Column 4, lines 42-43. Therefore, because Scardina does not teach or suggest the connector of amended Claim 1, applicants respectfully submit that Claim 1, as well as those claims dependent therefrom, are not anticipated or rendered obvious by Scardina.

Rejections Under 35 U.S.C. § 103

Independent Claims 14 and 25, as well as certain dependent claims stemming therefrom, stand rejected under 35 U.S.C. § 103(a). In that regard, independent Claim 14 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Scardina in view of U.S. Patent No. 4,943,685, issued to Reynert. Claim 25 was similarly rejected as being unpatentable over Reynert in view of U.S. Patent No. 4,764,232, issued to Hunter, and Scardina. Applicants respectfully disagree.

As discussed above, Scardina merely teaches a splice that includes shrinkable film that is heat treated to contract over flexible tape 28. Reynert discloses a cable splice 10 joining two cable sections 12 and 14. A tubular housing member 26 is applied over the strip end of the cable

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sections 12 and 14, with the ends of the housing member 26 clamped to sheaths 22 of the cable sections by any suitable means, such as a hose clamp 28. The housing member 26 defines a space around the splice which is filled with a suitable potting compound 30. Thus, Reynert discloses a cable splice that includes a housing attached to two sections of cables, such that a potting compound may fill the interior of the housing.

Applicants respectfully submit that there is absolutely no teaching or suggestion within either Scardina or Reynert of a connector having a sheath permitting the passage of fluid having a viscosity of less than or equal to 1000 centipoise, wherein the sleeve forms a fluid tight seal that can hold at least 30 psig of internal pressure, as now generally set forth in amended Claim 14. For at least this reason, applicants respectfully submit that the hypothetical combination of Scardina and Reynert fail to teach or suggest the connector of Claims 2, 14, 21, and 23.

As previously discussed, Claim 25 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Reynert in view of Hunter and Scardina. The Office Action sets forth the position that it would have been obvious to use the cable adapter of Hunter in the connector of Reynert. Further, the Office Action sets forth the position that it would have been obvious to use the housing of Scardina to encase and to seal the sleeve of Reynert to further protect the joint between the cables. Applicants respectfully submit that such a combination does not render obvious the embodiment of amended Claim 25.

As discussed above, the primary reference merely teaches a cable splice that includes a housing adapted to receive potting compound therein. Hunter discloses a closure 10 for sealing a splice 12 between two cables 14 and 16. Each cable 14 and 16 has a plurality of individual insulated wire conductors 18 and 20. The wire conductors 18 and 20 are joined by connectors 22. In forming the closure, sealant tape 24 is wrapped around each of the cables 14

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and 16. At one end 26 of the closure 10, a hollow pressure measuring tube 28 is placed upon the sealant tape 24. Another layer of sealant tape 31 is then wrapped around the pressure measuring tube 28 and cable 16. A flexible reservoir 30 is then positioned around the splice 12. Curable liquid sealant 34 is introduced into the interior of the flexible reservoir 30. It is desirable that the reservoir 30 be maintained under pressure for a sufficient period of time to permit the liquid sealant 34 to cure. Curing of the liquid sealant 34 allows the sealant 34 to permanently remain at its predetermined level even if the pressure measuring tube 28 should be punctured or unsealed at some later time. Applicants respectfully submit that combining the foregoing references would not yield the invention of amended Claim 25.

Applicants respectfully note that there is absolutely no teaching or suggestion within either Reynert or Hunter of a connector that includes a sleeve that creates a fluid tight seal for the passage of repair fluid having a viscosity of less than or equal to 1000 centipoise, wherein the fluid tight seal can hold at least 30 psig of internal pressure, as now set forth in amended Claim 25. Additionally, there is absolutely no teaching or suggestion within either Reynert or Hunter of a connector that includes a sleeve having a fluid injection port for passing repair fluid into and out of the injection port, as originally recited in Claim 25. Thus, for at least the foregoing reasons, applicants respectfully submit that the hypothetical combination of Reynert and Hunter fails to teach or suggest the connector of Claim 25, both as originally filed and as amended herein. Accordingly, applicants submit that Claim 25 is patentable over the cited references of record.

Applicants also submit that the hypothetical combination of Reynert and Scardina also fails to teach or suggest the connector of amended Claim 25. In that regard, there is absolutely no teaching or suggestion of either the need or desire of a connector having a sleeve that creates a fluid tight seal for the passage of repair fluid having a viscosity of less than or equal to

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1000 centipoise, wherein the fluid tight seal can hold at least 30 psig of internal pressure, as now set forth in amended Claim 25. As a result, applicants respectfully submit that amended Claim 25 is not rendered obvious in view of a hypothetical combination of Reynert and Scardina.

In summary, applicants respectfully submit that amended Claims 1, 14, and 25 are not anticipated or obvious in view of the cited references. Further, applicants respectfully submit that the dependent claims that depend from the independent claims are thus allowable for the reasons discussed above. In addition, the dependent claims have further limitations that distinguish over the cited references of record, whether taken individually or in hypothetical combination. Therefore, applicants respectfully submit that the dependent claims of the present application should also now be found allowable.


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CONCLUSION

In light of the foregoing amendments and remarks, applicants respectfully submit that the present application is now in condition for allowance. Applicants respectfully request entry of the amendments and reconsideration, and allowance of all claims. The Examiner is invited to telephone the undersigned attorney if there are any remaining issues.

Respectfully submitted,

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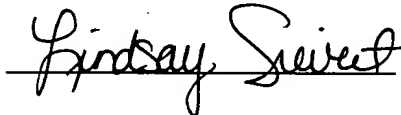


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I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid and addressed to the Commissioner for Patents, Washington, D.C. 20231, on the below date.

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VERSION WITH MARKINGS TO SHOW CHANGES MADE AUGUST 21, 2001

In the Claims:

1. (Twice Amended) A connector for a first information transmitting cable, the first information transmitting cable having an outer surface, an interior end, an exterior end, and a central conductor portion, the connector comprising:

a first conduit having open ends, [each] either open end of the first conduit adapted to receive the interior end of the first information transmitting cable, the first conduit including a hollow interior to permit the passage of a fluid having a viscosity of less than or equal to 1000 Centipoise therethrough, wherein the first conduit [is capable of] forming a fluid tight seal between the first conduit and a portion of the first information transmitting cable, wherein the fluid tight seal can hold at least 30 psig of internal pressure; and

a second conduit having open ends, the second conduit encasing the first conduit to seal the first conduit within the second conduit.

12. (Twice Amended) The connector of Claim 1, further comprising a second information transmitting cable having an outer surface, an interior end, an exterior end, and a central conductor portion, the second information transmitting cable adapted to be received within [the other of the] either open [ends] end of the first conduit, wherein the first and second information transmitting cables are electric cables.

14. (Twice Amended) A connector for repairing and connecting at least one section of a first electrical cable, the first electrical cable section having an outer surface, an interior end, an exterior end, and a central conductor portion, the connector comprising:

a sleeve having first and second open ends, a hollow interior to permit the passage of fluid having a viscosity of less than or equal to 1000 Centipoise therethrough and a port providing fluid communication with the hollow interior of the sleeve and into the central

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conductor portion of the first electrical cable, wherein the sleeve is capable of receiving and forming a fluid tight seal with the interior end of the first electrical cable, wherein the fluid tight seal can hold at least 30 psig of internal pressure; and

a housing having open ends, the housing encasing the sleeve to seal the sleeve within the housing.

25. (Twice Amended) A connector for passing repair chemicals through at least a first electrical cable, the first electrical cable having an outer surface, an interior end, an exterior end and a central conductor portion, the connector comprising:

a cable adapter attachable to the outer surface of the first electrical cable, the cable adapter located on the outer surface at a position remote from the exterior end of the electrical cable to leave exposed a portion of the outer surface of the electrical cable adjacent the exterior end thereof;

a sleeve having a first end, a second end, a fluid injection port and a hollow interior, the first end of the sleeve adapted to fit over the exposed portion of the outer surface of the electrical cable adjacent the exterior end thereof, the second end adapted to fit over a conductor contact which is attached to the central conductor portion of the electrical cable, such that the sleeve creates a fluid tight seal for passage of repair fluid having a viscosity of less than or equal to 1000 Centipoise into or out the fluid injection port, wherein the fluid tight seal can hold at least 30 psig of internal pressure; and

a housing encasing the sleeve to seal the sleeve within the housing.

Claims 34 and 35 have been added.

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